

REQUEST FOR APPLICATION (RFA)
CVS 18-054: 2018-2019 AMERICORPS STATE AND NATIONAL NOTICE OF FEDERAL
FUNDING OPPORTUNITY – STATE FORMULA PROGRAMS

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**Disregard the dates in the Notice of Federal Funding Opportunity*

Section I - Award Information

A. Purpose of Request for Applications (RFA): The purpose of this Request for Applications (RFA) is to solicit applications to establish subgrantee awards under the 2018-2019 AmeriCorps State and National Notice of Federal Funding Opportunity – State Formula Programs.

B. Funding Information: Subgrant awards are being funded in whole with federal money as follows:

Federal Awarding Agency: Corporation for National and Community Service

Federal Award Identification Number (FAIN): _____

Federal Award Date: _____

CFDA Number: 94.006

Federal Award Project Description: _____

Total Amount of the Federal Award: \$ TBA

Amount of Federal Funds Obligated by this Action: \$ TBA

Note: This is not a Research and Development (R&D) Grant

There are general Federal cost principles that are applicable to all awards made with federal funds. These general principles are outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Period of Performance: On or about **August 15, 2018 through August 31, 2019**, with one (1) one year renewal options available.

January 19, 2018 – RFA Publish Date
January 29, 2018 – Optional Pre-Application Conference and Technical Assistance Call, 1pm-3pm, EST, potential applicants.
February 7, 2018 – Optional Q & A Conference Call from 1:00pm-3:00pm, EST
February 23, 2018 – Questions Deadline
March 1, 2018 – Due Date

D. Optional Pre-Application Telephone Conference: An optional pre-application telephone conference will be held on the dates specified above. Applicants must call the following conference telephone number: 1-866-842-5779 (Conference Code: 8047267911) by 1:30pm, EST on the specified dates above. The purpose of the telephone conference is to allow potential applicants an opportunity to present questions and receive clarification on any section of this RFA. After the pre-application conference call, however, all additional questions must be submitted in writing to *Adrienne Childress, Procurement Officer, at 804-726-7083*. The last day for receipt of questions is **February 23, 2018, at 3:00pm, EST**. VDSS will answer questions as expeditiously as possible. Any changes to the RFA resulting from this conference or questions received will be issued in a written addendum to the RFA and will be posted on the statewide electronic procurement system eVA website at www.eva.virginia.gov.

E. Copies of this RFA, including the necessary forms, instructions, and addenda (if applicable) may be downloaded from the DGS/DPS eVA website at www.eva.virginia.gov. The application can be found

by clicking on the “Solicitations, Quick Quote, and Awards” button located in the middle of the screen. In the Keyword Search box enter the solicitation number: CVS-18-054.

F. New, Recompeting, and Continuation Applications: Throughout this RFA, references will be made to ‘new,’ ‘recompeting,’ and ‘continuation’ applications. The following definitions apply to this RFA:

1. **New applications** are those from organizations that have not previously received AmeriCorps State funding from the Virginia Service Commission.
2. **Recompeting applications** are those from organizations that have previously received AmeriCorps State funding, and may not currently have active AmeriCorps programs.
3. **Continuation applications** are those from organizations that are now in their first or second year of three-year AmeriCorps State funding cycle.

****NOTE: Continuation applicants will not be required to reapply. Continuation applicants will receive additional correspondence with specific instructions, however, the deadline for continuation updates in e-Grants is March 1, 2018 by 11:59 pm****

The process for submission of a formula continuation application is less rigorous than for new or recompeting applicants in that the continuation applicant uses its original application and only notes adjustments. The Virginia Service Commission strives to have all organizations on the same competition cycle, so that every three years, all organizations submit a recompet application, and all applicant programs are compared against each other. The Commission manages this process and achieves this goal by adjusting the number of contract renewals available to funded applicants. For instance, all organizations recompet for funding for the 2017-18 program year. Awarded programs received a contract for one year with two optional renewals. For the 2018-19 application process, those awardees will be considered continuation applicants. Any new or recompeting applicants for the 2018-19 cycle, if funded, will receive a contract for one year with one optional renewal.

Section II - Program Opportunity Description & Requirements

A. Program Background: On September 21, 1993, the National and Community Service Trust Act were signed into law, creating the Corporation for National Service (CNS), which later became known as the Corporation for National and Community Service (CNCS). The Corporation supports a range of national and community service programs, providing opportunities for participants to serve full- time and part-time, as individuals or as a part of a team. AmeriCorps engages thousands of individuals on a full- or part-time basis to help communities address their toughest challenges while earning support for college, graduate school, or job training. AmeriCorps joins a long tradition of programs encouraging and rewarding service – programs like the Civilian Conservation Corps, the Montgomery GI Bill, and the Peace Corps. These programs provide tangible benefits to local communities and foster civic responsibility among those serving and being served.

AmeriCorps is a national service network that provides part-time and full-time service opportunities for “members,” to provide direct services in their communities.

The AmeriCorps national service network includes AmeriCorps State and National programs, Indian Tribe and U.S. Territories programs, Education Awards Program, AmeriCorps VISTA, and AmeriCorps NCCC. Through service with local organizations and agencies, in communities large and small throughout America, AmeriCorps members serve our Nation.

B. Program Requirements: In Virginia, the AmeriCorps*State program is administered by the Office on Volunteerism and Community Service (OVCS). Each year OVCS receives an allocation from the Corporation for National and Community Service to provide grants to organizations to operate AmeriCorps programs in Virginia.

This RFA is soliciting proposals from eligible entities (see page 6) to operate AmeriCorps*State programs in Virginia. Selected programs will provide direct services in their communities. These services must address the Virginia priority of Volunteer Recruitment and Utilization, AND address at least one of six CNCS/OVCS priority areas with strongest interest in the first three priorities:

- Education
- Opportunity (primarily economic opportunity)
- Veterans and Military Families
- Healthy Futures
- Environmental Stewardship
- Disaster Preparedness

OVCS is also interested in working with proposals consistent with the Funding Priorities shown on page 2 of the CNCS NOFO.

In responding to this RFA, applicants must familiarize themselves with the CNCS materials addressing performance measurement, theory of change, evidence, quality performance measures, data collection and data collection instruments. CNCS information specific to 2018 AmeriCorps Performance Measures can be found at

<https://www.nationalservice.gov/sites/default/files/documents/2020%20Performance%20Measures%20Instructions%20Final.pdf>

There are several documents to be used when replying to this RFA. The first is the RFA itself, which details the requirements, process, and guidance from OVCS. The due dates for all applicants are detailed in this RFA, and the dates from this document must be used.

Additionally, applicants must also consult and utilize the following attached documents when replying to this RFA:

2018-2019 Notice of Federal Funding Opportunity (NOFO):

<https://www.nationalservice.gov/sites/default/files/documents/2020%20ASN%20Notice%20FINAL%20C2.pdf>

2018-2019 AmeriCorps Application Instructions:

[https://www.nationalservice.gov/sites/default/files/documents/2020%20AmeriCorps%20Application%20Instructions 0.pdf](https://www.nationalservice.gov/sites/default/files/documents/2020%20AmeriCorps%20Application%20Instructions%200.pdf)

2018-2019 AmeriCorps State and National Mandatory Supplemental Guidance:

<https://www.nationalservice.gov/sites/default/files/documents/2020%20MSG%20FINAL0.pdf>

2018-2019 AmeriCorps State and National CNCS Performance Measures Instructions:

<https://www.nationalservice.gov/sites/default/files/documents/2020%20Performance%20Measures%20Instructions%20Final.pdf>

Note: CNCS expects applicants responding under this RFA to use National Performance Measures as part of their comprehensive performance measurement strategy that relies on both performance and evaluation data to learn from their work as well as make tactical and strategic adjustments to achieve their goals. For more information, please refer to the National Performance Resources

<https://www.nationalservice.gov/resources/performance-measurement/ameriCorps>

All applications must include at least one aligned performance measure (output and outcome) that corresponds to the proposed primary intervention. CNCS does not expect applicants to select performance measures to correspond to each and every potential member activity or community impact. CNCS values the quality of performance measures over the quantity of performance measures. As described in the Application Instructions, applicants must include all their information about their proposed performance measure in the Performance Measure section of the applications in e-Grants (<https://egrants.cns.gov/espan/main/login.jsp>). All information requested in the National Performance Measure Instructions must be included in the text of the performance measures themselves, and it must be evident in the performance measure text that all definitions and requirements outlined in the National Performance Measures Instructions are met. Providing performance measures information elsewhere in the narrative cannot be in lieu of providing full information in the Performance Measures section of the application in e-Grants.

The mentioned documents in this RFA have been created by CNCS and utilized by OVCS to detail the essential elements for inclusion in an application, and the technical information for the entry of the application into e-Grants (Instructions). The information contained in them with relation to application elements should be followed closely, as OVCS will review all applications within identical criteria. All applicants must consult and utilize each of these documents to complete an application.

In addition, applicants must familiarize themselves with AmeriCorps programming by visiting:

CNCS website at <https://www.nationalservice.gov/build-your-capacity/grants/egrants> AmeriCorps grant provisions at <http://www.nationalservice.gov/build-your-capacity/grants>; and AmeriCorps regulations, 45 CFR sections 2520 – 2550 at https://www.nationalservice.gov/pdf/45CFR_chapterXXV.pdf.

Section III - Eligibility Information

A. Eligible Applicants: The following Non-Federal entities (as defined in 2 C.F.R. §200.69) who have DUNS numbers and are registered in System for Award Management (SAM) are eligible to apply:

- Indian Tribes (2 C.F.R. §200.54)
- Institutions of higher education (2 C. F.R. §200.54)
- Local governments (2 C.F.R. §200.64)
- Nonprofit organizations (2 C.F.R. §200.70)
- States (2 C.F.R. §200.90)
- Programs that are currently in the AmeriCorps portfolio

Public School districts, institutions of higher education, state and local governments, and 501(c) (3) non-profit community and faith-based organizations are eligible to apply. By submission of an application, each applicant is certifying that it is operating legally within the Commonwealth of Virginia.

B. Minimum Request: Under this RFA, the Office on Volunteerism and Community Service requires applicants to request a minimum of twelve (12) Member Service Year (MSY) AND at least twenty (20) members. One MSY is equivalent to 1700 service hours, a full-time AmeriCorps position. OVCS reserves the right to award funding at levels lower than requested, and for less than the Minimum Request.

Note: OVCS also reserves the right to shift funding and MSYs from programs that are underutilizing resources to programs with demonstrated ability to effectively use resources.

C. Cost Sharing or Matching Requirements: OVCS reserves the right to impose additional match or other requirements for programs applying for their 4th three-year cycle or beyond. Likewise, any program working with an approved ‘alternate match’ that is applying for its 4th three-year cycle or beyond must document efforts to:

- (1) minimize its need for the alternate match, and to
- (2) wean itself from the need for the alternate match. At the next point of recompeting, the program must be prepared to resume working its way toward the standard CNCS non-alternate match level.

A first-time successful applicant is required to match at 24 percent for the first three-year funding period. Starting with year four, the match requirement gradually increases every year to 50 percent by year ten, according to the minimum overall share chart found in 45 CFR §2521.60 and below. Note that match requirements outlined below represent a minimum share of the *total project cost*, NOT a percentage of the amount of CNCS funding requested.

AmeriCorps Funding Year	1,2,3	4	5	6	7	8	9	10+
Grantee Share Requirements	24%	26%	30%	34%	38%	42%	46%	50%

Programs with limited resources, for which increasing match and program sustainability raise concerns, are urged to launch a focused sustainability effort.

Once funds are committed to match, they cannot be used for match in other areas. All match must be (1) verifiable in program/agency records and provided for in the approved budget; (2) not included as part of cost sharing on another project; (3) necessary and reasonable for efficient accomplishment of project objectives; (4) allowable costs; (5) non-federal dollars; (6) in compliance with all federal and state guidelines; and (7) of an appropriate percentage required by this grant.

D. Formula Grant Types:

Each year, CNCS allocates funds to the Virginia Service Commission to distribute. These are called “Formula” funds because the amount is determined according to a population-based formula. They all use a cost reimbursement model. The funds are distributed to eligible, successful applicants through a process guided by the Virginia Public Procurement Act. As of this writing, CNCS has not publicized its allocation plan. All applications under this RFA are seeking funds to implement a fully developed AmeriCorps program. Applications will be for either traditional cost reimbursement grants or for professional corps grants. OVCS is not accepting applications for ‘fixed amount’ grants. OVCS may choose to offer planning funds to unsuccessful applicants, see below. All funded projects include a formal match requirement and require submission of a budget and financial and program reports.

1. **Traditional/Formula Grants:** A traditional grant supports a fully developed plan to establish a new national service program or to support, expand, or replicate an existing national service program. Replication is defined as recreating a successful program model in a different setting with a different administrative structure. These grants fund a portion of program operating costs and member living allowances, as well as other support costs.
2. **Professional Corps:** A professional corps grant supports a fully developed plan to establish a new national service program that places qualified professionals in communities with an inadequate number of such professionals. Member stipends or salaries must be paid entirely by the organization where members serve, are not included in budget, and cannot be used as match. Up to \$1000 per MSY will be considered if an applicant demonstrates in its narrative and supporting materials that there is severe financial need. Applicants must present compelling documentation related to an inadequate number of professionals in the community where the professional corps members will be placed.
3. **Planning Grants:** If an application from a new applicant, or an applicant that has not been in the Virginia AmeriCorps portfolio for at least seven (7) years, is not offered funding under this RFA, OVCS reserves the right to offer the applicant a planning grant. OVCS also reserves the right to hold a separate competition for planning grants using formula funds.

E. Evaluation Plan: New and recompeting Applicants will provide a data collection plan in the “Evaluation Summary or Plan” field in e-Grants. Please see pages 18 – 19 of the NOFO for requirements. Please note that at the point of initial or next recompeting, all applicants will be

expected to include an Evaluation Plan if they have not previously done so. The type of Evaluation Plan required will be informed by the amount of the subgrantee's AmeriCorps contract. If the most recent year's contract is \$500,000 or more, or if the average of the subgrantee's contracts within the 3-year cycle is \$500,000 or more, the subgrantee will include at its subsequent recompetes point a Program Evaluation consistent with the categories identified on the top of page 19 of the NOFO.

F. Other Virginia AmeriCorps State Information/Requirements:

- a. All resources distributed under this RFA will be used to support programming occurring only in the Commonwealth of Virginia.
- b. Awards will cover a period that includes one initial year of operation. Optional renewals of zero, one, or two years will be geared toward putting all applicants on the same recompetes schedule, and will depend on funding availability and program achievement and compliance. Grant amounts will vary by circumstance, need and available funding.
- c. Every AmeriCorps member is required to wear gear that displays the AmeriCorps logo *at all times* while engaging in service activities as an AmeriCorps member.
- d. All AmeriCorps programs will comply with Website Guidelines available at <http://virginiasservice.virginia.gov/wp-content/uploads/2016/03/Website-Guidelines.docx>. Should CNCS provide additional more rigorous guidance, subgrantees will comply.
- e. All AmeriCorps programs will register with Service Year Alliance, and are strongly encouraged to register as an Employer of National Service.
- f. All AmeriCorps programs will conduct and document at least three service projects, including projects on September 11 Day of Service and Remembrance and on MLK Day.
- g. All AmeriCorps programs will provide a volunteer engagement plan with a goal of recruiting and engaging at least 29 volunteers per MSY. New applicants may submit a request for a limited waiver of this requirement based on hardship inherent in the specifics of program design.
- h. The Office on Volunteerism and Community Service strongly encourages partnerships, collaborative relationships, and mentorships in an effort to increase program reach and results, increase the significance and impact of service members' experience, and reduce administrative costs. Applicants are urged to review the AmeriCorps State website to determine whether their organization already has an AmeriCorps State grant program. If so, OVCS strongly recommends collaboration and cooperation with the existing program.
- i. Under this RFA, an applicant must request a formula cost reimbursement grant. The cost reimbursement grant is the AmeriCorps grant type that has traditionally been offered through OVCS. It is available to all applicants, requires a specific match, has flexibility in the types of member slots available, demands full documentation of all program costs, and provides up to \$14,932 per MSY.

G. Member Activity: The subrecipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the needs of the program, and the skill level of members. The subrecipient is responsible for ensuring that the positions do not include

or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-.45). The subrecipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The subrecipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the subrecipient must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.

H. Funding Matters:

- a. **Member Living Allowance:** A living allowance is not considered a salary or a wage. Although programs are not required to provide a living allowance for members serving in less than full-time terms of service, OVCS strongly urges traditional programs to provide living allowances to all members. Living allowances for less than full-time members, must comply with the maximum limits in the table shown on page 9 of the Notice of Federal Funding Opportunity (NOFO); OVCS recommends that living allowances for less than full time members should be proportional to full time living allowances, based on hours to be served. Any traditional program opting to not offer a living allowance for less than full time members must offer a compelling rationale for this decision.
- b. **Maximum Cost per Member Service Year (MSY):** CNCS sets the maximum that it will contribute per MSY. For the 2018 – 19 program year, the maximum cost per MSY is \$14,932. The CNCS cost per MSY is determined by dividing the CNCS share of budgeted grant costs by the number of MSYs requested. It does not include child care or the value of the education award a member may earn, and must comply with the maximum limits in the table shown on page 4 of the Notice of Federal Funding Opportunity (NOFO).
- c. **Indirect Costs:** CNCS allows applicants to include indirect costs in application budgets. Based on qualifying factors, applicants have the option of using a federally approved indirect cost rate, a 10% de minimis rate of modified total direct costs, or may claim certain costs directly as outlined in 2 C.F.R. § 200.413 Direct Costs. States, local governments and Indian Tribes may use approved cost allocation plans. All methods must be applied consistently across federal awards. Applicants who hold a federal negotiated indirect cost rate or will be using the 10% de minimis rate must enter that information in the Organization section in e-Grants.

Section IV - Application Submission Information

- A. **Electronic Application Submission in e-Grants:** In order to be considered for selection, Applicants must submit a complete response to this RFA in accordance with the following requirements:
- B. **Application Submission:** Applicants must submit a full application to this RFA via e-Grants, an electronic application system utilized by the Corporation for National and Community Service by

March 1, 2018, 11:59pm, EST (<https://egrants.cns.gov/espan/main/login.jsp>). OVCS expects that applicants will create an e-Grants account and begin the application at least two weeks before the deadline.

e-Grants will send a confirmation of receipt to the Applicant, and the Applicant must save the confirmation. Upon completion of your application in e-Grants, all applicants must submit by e-mail to americorpsinfo@dss.virginia.gov a screenshot of the completion notice in e-Grants and all required attachments (please see chart on page 13) by March 1, 2018, 11:59pm, EST. The subject line should be the name of the applicant organization and the word “screenshot.” The time of submission is the time at which documents arrive on the VDSS server. Any applications received after the deadline will not be accepted.

If the applicant is proposing acting as an intermediary, please provide initial letters of support from partners.

Applicants must submit a complete response to this RFA via e-Grants, an electronic application system utilized by the Corporation for National and Community Service. Upon completion of your application in e-Grants, all applicants must submit by e-mail to americorpsinfo@dss.virginia.gov a screenshot of the completion notice in e-Grants. The subject line should be the name of the applicant organization and the word “screenshot.”

C. Application Preparation Instructions:

1. Applications shall be signed by an authorized representative of the applicant. All information requested should be submitted. Failure to submit all information requested may result in the VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the application. Applications which are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Applications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFA. Emphasis should be placed on completeness and clarity of content, and should clearly address each ‘bullet’ item shown under Program Design, Organizational Capacity, Cost Effectiveness and Budget Adequacy, and Evaluation Plan on pages 14 – 19 of the CNCS NOFO.
3. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the applicant must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire application document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the application. If, after being given reasonable time the applicant refuses to withdraw an entire classification designation, the application will be rejected.

D. **Application Instructions for AmeriCorps State Formula Programs:** The following instructions detail two separate aspects of the total application submission process for new AmeriCorps State Applications. Use these instructions to submit your Application.

1. **Dun and Bradstreet University Numbering System (DUNS) Number:** Applications must include a DUNS number and an Employer Identification Number. The DUNS number does not replace an Employer Identification Number. DUNS numbers may be obtained at no cost by calling the DUNS number request line at (866) 705-5711 or by applying online: <http://fedgov.dnb.com/webform>. CNCS recommends registering at least 30 days before the application due date.
2. **System for Award Management (SAM):** After obtaining a DUNS number, all applicants must register with the System for Award Management (SAM) {<https://www.sam.gov/portal/SAM/#1>} and maintain an active SAM registration until the application process is complete and, if a grant is awarded, throughout the life of the award. SAM registration must be renewed annually. CNCS suggests finalizing a new registration or renewing an existing one at least two weeks before the application deadline to allow time to resolve any issues that may arise. Applicants must use their SAM-registered legal name and address on all grant applications to CNCS.

Applicants that do not comply with these requirements may become ineligible to receive an award. See the SAM Quick Guide for Grantees
{https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf}.

E. **Deadline for Questions Concerning Application Requirements and Documents:** If any prospective applicant has questions about the specifications or other application documents, the prospective applicant should ONLY contact the contract officer indicated below no later than five working days before the application due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

Contract Officer: Adrienne Childress, VCO
Phone Number: 804-726-7083
Email: Adrienne.Childress@dss.virginia.gov

Section V. Application Format, Content and Required Forms

A. **Application Format:** Applicants should draft the application as a word processing document, then copy and paste the text into the appropriate e-Grants field no later than 10 days before the deadline. Please note the length of a document in word processing software may be different than what will print out in e-Grants. When determining compliance with any page limits in this Notice, CNCS will consider the number of pages as they print out per the guidance in the Page Limits section.

The applicant's authorized representative must be the person who submits the application. The authorized representative must be using e-Grants under his or her own account in order to sign and submit the application. A copy of the governing body's authorization for this official representative to sign must be on file in the applicant's office.

Contact the National Service Hotline at (800) 942-2677 or at
https://questions.nationalservice.gov/app/ask_egif a problem arises when creating an account or

preparing or submitting the application. Be prepared to provide the application ID, organization's name, and the Notice to which the organization is applying. If the issue cannot be resolved by the deadline, applicants must continue working with the National Service Hotline to submit their application via e-Grants, and must notify Adrienne Childress at adrienne.childress@dss.virginia.gov prior to the submission deadline. CNCS may consider applications after the due date and time, as a result of e-Grants with proper documentation of interaction with e-Grants hotline.

Note: Information for submitting your application in e-Grants can be found in the AmeriCorps Application Instructions and the Notice of Federal Funding Opportunity.

B. Application Content and Required Forms: Applicants are required to submit the following items as a complete application:

There are three page limits that must be adhered to: Narrative, Logic Model, and Learning memos (if recompeting) in e-Grants. CNCS will consider the number of pages only as they print out from the "Review" tab in CNCS's web-based management system (where you will see the "View/Print your application" heading) when determining compliance for page limits. CNCS will not consider the results of any alternative printing methods in determining whether an application complies with the applicable page limits. CNCS strongly encourages applicants to print out the application from the "Review" tab prior to submission to check that the application does not exceed the page limit. The narrative application page limit does not include the Budget, narrative portion of the Evaluation Plan, the Logic Model, performance measures, or the supplementary materials, if applicable.

Note: The length of a document in word processing software may be different than what will print out in the CNCS's web-based system. Reviewers will not consider any submitted material that exceeds the page limits

1. **Application Narrative:** In determining whether an application complies with page limits, CNCS will count the following for the narrative:
 - The application's Executive Summary, SF 424 Facesheet, and
 - The Narrative portions contained in the Program Design, Organizational Capacity, and Cost Effectiveness and Budget Adequacy sections of the application.
2. **Logic Model:** The Logic Model may not exceed three pages when printed with the application from the "Review" tab in CNCS's web-based management system.
3. **Learning Memo, if required:** The learning memo, if required, must not exceed three pages of double spaced text, in 12 point font or larger.
 - Any applicant required to submit an evaluation report in order to comply with CNCS evaluation requirements must also submit a learning memo that describes how they are using the evaluation to improve and to inform their activities in the next funding cycle. A short summary of key learnings from the evaluation
 - An explanation of how the program will incorporate key learnings into its strategy, design or implementation
 - An explanation of how these changes will improve the program
 - A discussion of how learning from the evaluation may inform next steps in the program's long-term research agenda

4. **Additional Documentation and Attachments: Submit all listed required additional documentation and attachments in the order listed below:**

NEW APPLICANTS (<i>Formula, Professional Corps</i>)	
a.	Certification of Availability of Matching Funds (Attachment 1)
b.	Certification of Approval of Use of Federal Funds (Attachment 2)
c.	Certification of Organization Authorization (Attachment 3)
d.	Underserved Areas (Attachment 4)
e.	Executed drafts of MOUs, MOAs, letters of agreement or similar with all external partners and member placement sites
f.	Applicant’s Non-Discrimination in Employment Policy
g.	Applicant’s Data Management Policy
h.	Applicant’s Confidentiality Policy
i.	Copy of applicant’s most recent audit or financial statement
j.	501(c)(3): Certification from the IRS (non-profit applicants only)
k.	Letters of support that demonstrate a commitment and collaboration with other agencies or organizations in the community that reflect the services specifically proposed in your application.
l.	A concise narrative explaining how the proposed member activities are neither Prohibited as described beginning on page 9 of the National Mandatory Supplemental Guidance, nor “unallowable” as described on page 12 of the National Mandatory Supplemental Guidance.
m.	FFATA Form (Attachment 5)
n.	Certification Regarding Lobbying (Attachment 6)
o.	W-9 Request for Taxpayer Identification Number and Certificate (Attachment 7)
p.	State Corporation Commission Form (Attachment 8)

Section VI. Application Evaluation Information

- A. Review and Selection Process:** An initial review for adherence to the guidelines of the application will be completed and applications failing to provide the required information may be removed from consideration at the discretion of the grantee. Each complete application from eligible organizations will be read by a review panel who will rate the applications using the evaluation criteria indicated in this RFA. Upon the award or the announcement of the decision to award a contract as a result of this RFA, the purchasing agency will publicly post such notice on the DGS/DPS eVA (www.eva.virginia.gov).
- B. Evaluation Criteria:** Each applicant must describe a project that will deploy AmeriCorps members effectively to solve a significant community problem. CNCS urges applicants to submit high quality applications that carefully follow the guidance in this RFA, the referenced federal Notice of Funding Opportunity, and in the referenced federal Application Instructions. The quality of an application will be an important factor in determining whether an organization will receive funding.
- C. Funding Priorities:** First to unsuccessful competitive applicants; second to continuation applicants. Continuation applicants may request more or less funding and more or less MSY/members than in the original application; request and justification must be entered in the ‘continuation change’ portion of the narrative. Do not change the narrative in the original application; and cannot increase their cost per MSY over the original application. Third to new applicants. We reserve the right, with ALL applications, to offer fewer MSY/members than requested including fewer than 12 MSY, less funding than requested, and a lower cost/MSY than requested.

Applicants must review pages **13 - 25** of the NOFO for detailed information on scoring of criteria for the review process, as the Office on Volunteerism and Community Service staff will follow the scoring rubric set forth by CNCS. *OVCS strongly recommends that applicants clearly speak to every element identified in the NOFO.* Please pay special attention to information on evidence-based choice of interventions and on evaluation planning. Effective for ALL 2018 – 19 applicants (including new, recompeting, and continuations), evaluation plans must be submitted, and compliant with the description and the requirements identified on pages 18 and 19 of the NOFO. The following criteria will be used in the review of applications:

Category	Percentage
Program Design	50%
Organizational Capability	25%
Cost-Effectiveness and Budget Adequacy	25%

- D. Award to Applicants:** Selection shall be made of applicants deemed to be fully qualified and best suited among those submitting applications on the basis of the evaluation factors included in the Request for Applications. The agency shall select the applicant(s) which, in its opinion, has made the best proposal, and shall make sub-awards to those applicants. The Commonwealth may cancel this Request for Applications or reject applications at any time prior to an award, and is not required to furnish a statement of the reasons why a particular application was not deemed to be the most advantageous. The sub-award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the applicant's proposal as negotiated, if applicable.
- E. Past Performance:** If an applicant has had previous AmeriCorps Program Grant contracts that have failed to reach performance measures or other compliance targets, or have had significant or repeated programmatic or fiscal issues, this will be taken into consideration in the review process. Examples to be considered include, but are not limited to, failure to enroll or exit members in a timely manner, failure to fill all slots requested, failure to comply with reporting requirements, failure to manage members, their files, and their timesheets in a timely manner, and failure to demonstrate full compliance with criminal background check requirements. Poor past performance may result in a scoring reduction of up to 10 points to be taken from the score achieved after totaling the 3 categories noted above.
- CNCS may fund some, all, or none of the applications submitted by OVCS. Any applications submitted by OVCS that do not receive CNCS formula funding will be eligible to receive *some level* of OVCS formula funding. OVCS reserves the right to award funding at levels lower than requested, and for less than the Minimum Request, see below.
- F. Minimum Request:** Under this RFA, the Office on Volunteerism and Community Service requires applicants to request a minimum of twelve (12) Member Service Year (MSY), OVCS recommends at least twenty (20) members. One MSY is equivalent to 1700 service hours, a full-time AmeriCorps position. OVCS reserves the right to award funding at levels lower than requested, and for less than the Minimum Request.
- G. Oral Presentation:** Applicants may be required to give an oral presentation of their application or participate in an interview. This provides an opportunity for the applicant to clarify or elaborate on the application. This is a fact-finding and explanation session only and does not include negotiation. OVCS staff will schedule the time and location of these events. These events are an option of the OVCS and may or may not be conducted.
- H. Pre-Award Organizational Assessment:** Applicants whose applications are under consideration for funding may be subject to a pre-award assessment by the OVCS Service staff. The assessment may be conducted in person, via email, the postal system, or by phone. This provides an opportunity for the applicant to clarify or elaborate on its fiscal management system, on staffing and organization, on partnerships, and on required compliance issues. These sessions do not include negotiation, are scheduled as needed by the OVCS staff, and must not be construed as a guarantee of funding.

Section VII. Reporting Requirements

A. The subgrantee shall produce the following reports of activities and services in accordance with the Office on Volunteerism and Community Service staff reporting guidelines:

1. **Program / Operations Reports:** Quarterly Progress Reports are due on **October 10, 2018, January 10, 2019, April 10, 2019, July 10, 2019, and September 10, 2019**, must be entered into OnCorps, to include (at a minimum) the following:

- Performance Measures Progress;
- Demographics;
- Service and Volunteer Report;
- Successes and Challenges;
- Great Stories; and
- Mid-year and End-of-Year Virginia Grantee Progress Report (GPR).

2. **Final Program / Operations Reports:** A Final Report, which shall be made to the purchasing agency within 30 days of the completion of the contract. The final report is a cumulative summary and evaluation of the project activities and services over the contract period and shall include (due October 10th 2019):

- An overall evaluation of the project including an assessment of whether the project's goals and objectives were met;
- Any problems or delays that were encountered and how they were resolved;
- An assessment of the program's effectiveness and the value to the community, Members and Subrecipients;
- Sustainability efforts that have been made to continue the program past the grant period;
- Copies of any materials that were developed under the contract
- Monthly reports are no longer required unless specifically requested by your program officer.

3. **Other Reports:** Subgrantees shall submit periodic programmatic, operational, and financial information, reports, and requests for reimbursement. The following information and schedules are based on expectations for the 2018 – 19 program year, and should be reviewed as an example, subject to change.

Note: Depending on the program start dates, reports for five quarters may be required.

a) Financial Reports:

1. Monthly Periodic Expense Report (PER), due on the 10th of each month and must be entered into OnCorps.
2. Aggregate Financial Report (AFR), due on October 10, 2018, January 10, 2019, April 10, 2019, July 10, 2019, and September 10, 2019, and must be entered into OnCorps.

Note: Programs may request budget modifications, with a clear narrative explanation accompanied by the OnCorps budget modification form. No budget modification requests received after June 1, 2018 will be considered.

- b) Performance Measurement Plan: Programs receiving funding in the 2018-2019 program year will receive training on and expected to provide a well-developed performance measurement plan.
- 4. A written report to the purchasing agency, which shall be submitted within seven (7) days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the purchasing agency and applicant. Such report shall identify the deviations and/or problems, whether anticipated or actual. The report should also include the effects the challenges had on the program performance as noted under this contract, and a proposed plan for resolution.
- 5. The subgrantee agrees to provide any additional reports that the Office on Volunteerism and Community Service may request by written notice.
- 6. The subgrantee is required to submit reports in a format determined by the Office on Volunteerism and Community Service.

Section VIII. Administrative Requirements

- A. **Renewal of Agreement:** A contract *may* be renewed by the Commonwealth upon written agreement of both parties (for one successive one year periods), under the terms of the current contract. Renewal/continuation application is submitted via e-Grants according to instructions issued by the Office on Volunteerism and Community Service to subgrantees in the first or second year of program operation. Programs desiring contract renewal are urged to review their record of performance to ensure that their program success and compliance efforts demonstrate their desire for continued funding. At the time of submission of a renewal/continuation application, the applicant may request a decrease in funding, level funding, or an increase in funding. The request will be considered in light of the rationale provided, demonstrated performance, and the funding available. OVCS may offer reduced, level, or increased funding.
- B. **Modification of Agreement:** The grantee or subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the grantee or subrecipient from its obligations under this Agreement. The grantee may, in its discretion, amend this Agreement to conform with federal or state government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both grantee and subrecipient.
- C. **Termination of Agreement:** This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):
 - 1) Either party may terminate this Agreement at any time upon 30 days written notice to the other party. The subrecipient's written notification must set forth the reasons for such termination, the

effective date, and, in the case of partial termination, the portion to be terminated. Partial termination of the Scope of Services can only be undertaken with the prior approval of the grantee. In the event of any termination for convenience, at the grantee's option, all finished or unfinished documents, data, studies, surveys, photographs, reports, or other materials prepared by the subrecipient under this Agreement shall, at the option of the grantee, become the property of the grantee, and the subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

- 2) The grantee may terminate this Agreement, in whole or in part at any time, if the subrecipient fails to comply with federal statutes, regulations, or terms and conditions of the Agreement. Upon receipt of a notice of termination the subrecipient shall stop all work and the grantee will cease all payments. The termination decision may be considered by the grantee in evaluating future applications submitted by the subrecipient.
- 3) If the federal awarding agency terminates its agreement with the grantee, the grantee shall terminate the Agreement with the subrecipient.

D. Equipment: Equipment is defined as an article of equipment equal to or in excess of \$5,000 and having a useful life of more than one year. Equipment purchased under the terms of this agreement shall be limited to equipment indicated in the approved budget incorporated in the agreement. The subrecipient shall keep written documentation of any acquisitions purchased and up-date the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to: date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this agreement shall be retained by the subrecipient during the period of performance of the agreement. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

If the grantee permits the subrecipient to purchase real property or equipment with grant funds, grantee retains a residual financial interest, enabling the grantee to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

E. Records Access: The federal awarding agency, Inspectors General, the Comptroller General of the United States, the grantee, and its authorized representatives shall have the right of access to any documents, papers, or other records of the subrecipient which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. The right shall also include timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. (See § 200.336).

F. Records Retention: The subrecipient shall retain all financial records, supporting documentation, statistical records, and all other records pertinent to this agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for real property and equipment acquired with federal funds under this agreement shall be retained for three years after final disposition. Indirect cost rate computations or proposals must be retained in accordance with §200.333(f) of the OMB uniform guidance. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. (See §200.333).

- G. Subrecipient Monitoring:** The grantee may monitor and evaluate the subrecipient's performance under the agreement through analysis of required reports, expenditure statements, site visits interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the subrecipient's services or operations, audit reports, and other mechanisms deemed appropriate by the grantee. The subrecipient shall furnish the grantee on request information regarding payments claimed for services under this agreement. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the grantee, its authorized agents, and/or federal personnel.

Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the subrecipient, the subrecipient shall reimburse the grantee upon demand.

Performance under this agreement shall be a primary consideration for extension of this agreement and may be considerations in future grant awards and negotiations.

Section IX. General Conditions

- A. Audit:** The subrecipient shall retain all books, records, and other documents relative to this contract for three years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The subrecipient further agrees to comply with the audit and reporting requirements defined by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Requirements, as applicable. A subrecipient who expends \$750,000 or more in combined federal funding during the subrecipient's fiscal year is required at its expense to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse (FAC) within the earlier of thirty calendar days after receipt of the auditor's report(s) by the subrecipient, or nine months after the end of the audit period.

For specific questions and information concerning the submission process:

Visit the Federal Audit Clearing House

[https://harvester.census.gov/facides/\(S\(ilywi5ipbj3rjov5zvulfnos\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(ilywi5ipbj3rjov5zvulfnos))/account/login.aspx)

Call FAC at the toll-free number: (800) 253-0696

- B. Applicable laws and courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
- C. Anti-discrimination:** By submitting their applications, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as

well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the subrecipient agrees as follows:
 - a. The subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Subrecipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Faith-based organizations may request an exemption from subparagraph 1.e. above prior to the close date and time for receipt of applications. Such a request should be in writing and explain how subparagraph 1.e. violates the organization's written religious or moral convictions or

policies. The request should be sent to the Contract Officer for the solicitation. For the purposes of this provision, a “faith-based organization” is (1) an entity organized for purposes of engaging in religious practice or (2) a charitable or educational organization affiliated with such an entity.

- D. **Antitrust:** By entering into a contract, the subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- E. **Assignment of Contract:** This contract shall not be assignable by the Subrecipient in whole or in part without written consent of the Commonwealth.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- G. **Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 60 days’ written notice to the contractor. Further, the contractor reserves the right to cancel the contract in whole, without penalty, with 60 days’ written notice to the purchasing agency. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. **Compliance and Contracting:** OVCS reserves the right to not fund renewing or continuing applications, or to limit fundable activities, based on documented AmeriCorps compliance issues. Further, OVCS may also consider compliance issues documented by other funding programs.
- I. **Confidentiality of Personally Identifiable Information:** The subrecipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual’s and the agency’s written consent and only in accordance with federal law or the Code of Virginia. Subrecipients who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Subrecipients shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.
- J. **Debarment Status:** By submitting an application, the applicant certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of services covered by this Request for Applications. Applicant further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- K. **Drug-Free Workplace:** During the performance of this contract, the subrecipient agrees to (i) provide a drug-free workplace for the subrecipient's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the subrecipient that the subrecipient maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subrecipient, subcontractor or vendor. For awards of federal grant funds, failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. **E-Verify Program:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- M. **Ethics in Public Contracting:** By submitting their applications, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer, subcontractor or subgrantee in connection with their application, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- N. **Federal Excluded Parties List:** This contract is being funded in whole or in part by funds granted to grantee by the US Government. Under Federal Executive Order 12549, all contractors receiving individual awards, using federal funds of \$25,000 or more, and all sub-recipients, certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By submitting an application, the applicant represents that neither the applicant nor any of its principal officers are on the Federal Excluded Parties List.
- O. **Human Trafficking Provisions:** By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>
- P. **Immigration Reform and Control Act of 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Subrecipient certifies that it does not, and shall not during the performance of the contract for goods and services in the

Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- Q. **Lobbying Prohibitions:** Federal grant funds may not be used by any subrecipient (at any tier) to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93)
- R. **Nondiscrimination of Subrecipients:** An applicant or subrecipient shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, sexual orientation, gender identity, age, political affiliation, disability, veteran status, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. **Obligation of Applicant Agency:** By submitting an application, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- T. **Ownership of Material:** Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- U. **Payment:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the subrecipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the subrecipient's receipt of payment from the Commonwealth, a subrecipient awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the subrecipient's intention to withhold payment and the reason.
- b. The subrecipient is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the subrecipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A subrecipient's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages subrecipients and subcontractors to accept electronic and credit card payments.

- V. **Political Activity Prohibited:** The Subrecipient funded under this contract shall not use these program funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with any partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office.
- W. **Pre-Contract Requirements:** The contractor/subgrantee must submit documentation as part of a precontract period covering approximately ninety days. Key elements of this documentation will include but not be limited to an AmeriCorps Program Design and an AmeriCorps Management Plan. Among the topics covered in these documents are equal opportunity and inclusion issues, prohibited activities, staff and member criminal history background checks, policies and procedures, member recruitment and management, staff and member training, grievance procedures, service day plans, and grant management roles and responsibilities. The precontract requirements will be submitted in a format determined by OVCS according to a timeline provided to awarded subgrantees. Failure to submit any of the required precontract items by the established deadline may result in delay or forgoing of receipt of contract.
- X. **Prime Subrecipient Responsibilities:** If approval is granted by the grantee to subcontract any portion of this contract, the subrecipient shall be responsible for completely supervising and directing the work under the contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime subrecipient. The subrecipient agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Y. **Religious Activity Prohibitions:** Direct federal grants, sub-awards, or contracts shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, the subrecipient must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. (See 45 CFR Part 87).
- Z. **Same-Sex Marriage Provisions:** In accordance with the decision in United States vs Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. "Same-Sex Spouses" means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. "Same-Sex Marriages" means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. "Marriage" does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- AA. **Smoke Free Environment:** The applicant certifies to the Commonwealth that it will comply with the requirements of Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994", which requires that smoking not be permitted in any portion of any indoor facility owned or leased or

contracted for by an entity and used for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. Additionally, the applicant certifies that it will include the above language in any subawards that contain provisions for children's services.

- BB. **State Corporation Commission Identification Number:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror or applicant agency organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror or applicant agency that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror or applicant agency is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror or applicant agency was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- CC. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the grantee. In the event that the subrecipient desires to subcontract some part of the work specified herein, the subrecipient shall furnish the grantee the names, qualifications and experience of their proposed subcontractor(s). The subrecipient shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- DD. **Subrecipient as Independent Entity:** During the performance of this agreement, the subrecipient shall be regarded as an independent entity and not as an agent or employee of the Commonwealth of Virginia or the grantee. The subrecipient shall be responsible for all its own insurance and federal, state, local and social security taxes.
- EE. **Supplantation of Funds:** The applicant assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for the AmeriCorps State Formula Program.

Section X. Payment Terms

Compensation to the Subrecipient for delivered services shall be as follows:

Disbursement of funds will follow a cost reimbursement procedure and will be for actual funds expended. Actual expenditures shall be itemized and invoiced pursuant to approved line item budget categories in Attachment 9 of the subaward agreement. Subrecipients shall only be reimbursed for costs that have been incurred within the grant subaward period. Requests for reimbursement must contain the agreement number and the Subrecipient's federal identification number. The subrecipient shall submit an expenditure statement showing no services delivered if that is the case in any invoice period.

The subrecipient should allow 30 days from the time expenditure statements are received by the VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date a corrected expenditure statement is received.

Subrecipients must also submit the final request for reimbursement to VDSS within 15 days (by September 15, 2019) after the expiration of the grant period on August 31, 2019.

The subrecipient shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth of Virginia. VDSS will monitor expenditures.

CERTIFICATIONS

The following three Certifications (Attachments 1, 2, and 3) must be signed in the presence of a notary, then scanned and e-mailed to americorpsinfo@dss.virginia.gov upon the submission of the Proposal.

Certification of Availability of Matching Funds+ Attachment 1

Organization Name			
Program Name			
My signature below certifies that the organization named above is obligating matching funds as detailed below toward implementation of its 2018-19 Virginia AmeriCorps *State Grant.			
Cash Amount	\$		
In-Kind Amount	\$		
Total Amount	\$		
<i>This certification must be signed by an individual who has the legal authority to obligate funds for the organization.</i>			
Certification	Authorized Representative's Name		
Date		Authorized Representative's Signature	

Sworn and subscribed before me, a Notary Public, in and for the Commonwealth of Virginia, this _____ day of _____, 20_____.

Notary Public: _____

My commission expires: _____

**Certification of Approval of Use of Federal Funds
Attachment 2**

***Important Note: This Certification must be submitted by any organization that has included any type of Federal funds as match on the application budget.**

Organization Name			
Program Name			
<p>My signature below certifies that the organization named above has received approval in the form of a letter on the respective Federal agency's letterhead authorizing the organization to use agency funds as match toward the AmeriCorps *State Grant.</p> <p><u>Important Note:</u> Copies of letters of approval must be submitted along with this certification. Failure to submit the letter(s) of approval by the required deadline may result in withdrawal of funding offer.</p>			
Name of Federal Agency		Amount of Funds Used as Match	
		\$	
Name of Federal Agency		Amount of Funds Used as Match	
		\$	
Name of Federal Agency		Amount of Funds Used as Match	
		\$	
Certification		Authorized Representative's Name & Title	
Date		Authorized Representative's Signature	

Sworn and subscribed before me, a Notary Public, in and for the Commonwealth of Virginia, this _____ day of _____, 20_____.

Notary Public: _____

My commission expires: _____

**Certification of Organization Authorization
Attachment 3**

Organization Name			
Program Name			
<p>The authorizing official below certifies that for the purpose of this AmeriCorps grant: (A) only the following individuals are authorized to sign the contract (and any amendments) between this organization and the Virginia Department of Social Services; and (B) only the following individuals are authorized to sign the Periodic Expense Reports for reimbursement by the Virginia Department of Social Services:</p>			
A. Contract Signatories		Signatures	
Name and Title			
Name and Title			
B. Periodic Expense Report Signatories		Signatures	
Name of Program Director			
Name of Finance Director			
Name of Alternate			
<p>The affiant does further state that all payments made by the Department of Social Services pursuant to AmeriCorps should be made only to the named payee and address below, which the affiant certifies to be authorized to receive such funds at the address below:</p>			
Payee/Subgrantee (Organization Legal Name)			
Contact Name/Title			
Address			
Email Address		Federal Identification Number (FIN)	
<u>Certification</u>			Signature of Authorizing Official
Name and Title of Authorizing Official			

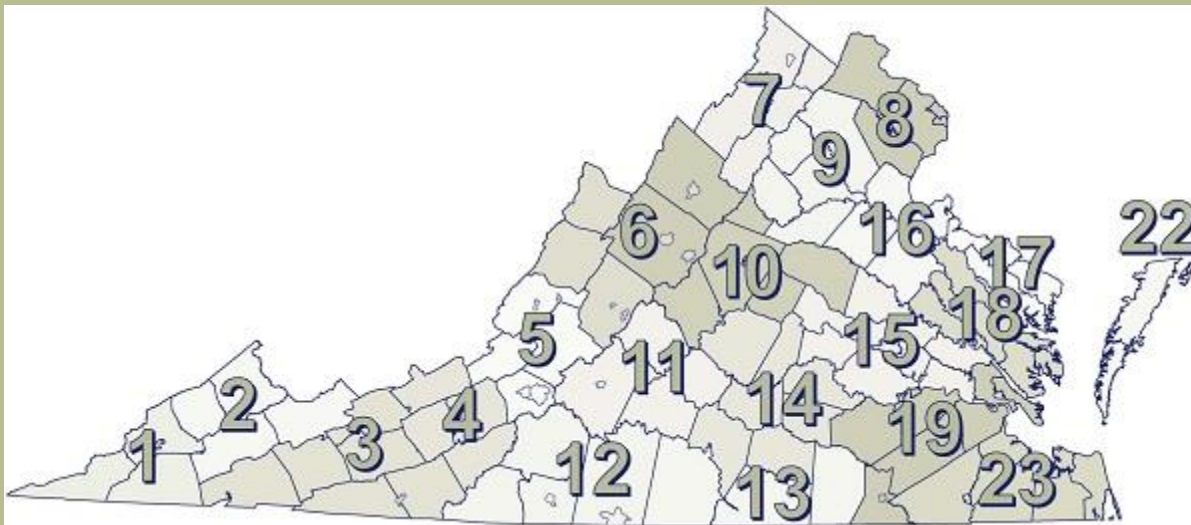
Sworn and subscribed before me, a Notary Public, in and for the Commonwealth of Virginia, this _____ day of _____, 20_____.

Notary Public: _____

My commission expires:

Map of Underserved Areas Attachment 4

Planning District Commissions



- | | | |
|----------------------------------|----------------------------|------------------------------|
| 1. LENOWISCO PDC | 8. Northern Virginia RC | 15. Richmond Regional PDC |
| 2. Cumberland Plateau PDC | 9. Rappahannock-Rapidan RC | 16. George Washington RC |
| 3. Mount Rogers PDC | 10. Thomas Jefferson PDC | 17. Northern Neck PDC |
| 4. New River Valley PDC | 11. Region 2000 LGC | 18. Middle Peninsula PDC |
| 5. Roanoke Valley-Alleghany RC | 12. West piedmont PDC | 19. Crater PDC |
| 6. Central Shenandoah PDC | 13. Southside PDC | 22. Accomack-Northampton PDC |
| 7. Northern Shenandoah Valley RC | 14. Commonwealth RC | 23. Hampton Roads PDC |

Underserved areas are listed in **yellow**, these are areas in which AmeriCorps*State programs are not currently operating regularly, and which qualify for an additional 5 point consideration.

**FFATA Subrecipient Required Data
Attachment 5**

This form must be completed, certified, and returned with the response to the RFP.

For VDSS Use Only – To be completed by Program Unit	
1. Federal Award Identifier Number (FAIN)	
2. Award Title	
3. CFDA	
4. Subaward Number	
To be completed by Subawardee	
5. Subawardee Legal Name	
6. Data Universal Numbering System (DUNS) number – 9 digits	
7. Are you registered in the System for Award Management (SAM)? If Yes, continue to question 8. If No, please go to question 9.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Is your registration in SAM current and active? If Yes, enter expiration date. If No, continue to question 9.	<input type="checkbox"/> Yes Expiration Date: _____ <input type="checkbox"/> No
9. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If Yes, continue to question 10. If No, please go to question 12.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Does the public have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the	<input type="checkbox"/> Yes

<p>Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)</p> <p>If Yes, please go to question 12. If No, please continue to question 11.</p>	<p><input type="checkbox"/> No</p>
<p>11. List the names and total compensation of the top five highly compensated officers. <i>Total Compensation is the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans; change in pension value, etc. (for more information see 17 CFR 229.402 (c))</i></p> <p>Note: State and local governments are exempt from reporting executive compensation.</p>	<p>Officer 1 Name: _____</p> <p>Officer 1 Compensation: _____</p> <p>Officer 2 Name: _____</p> <p>Officer 2 Compensation: _____</p> <p>Officer 3 Name: _____</p> <p>Officer 3 Compensation: _____</p> <p>Officer 4 Name: _____</p> <p>Officer 4 Compensation: _____</p> <p>Officer 5 Name: _____</p> <p>Officer 5 Compensation: _____</p>
12. Awardee Street Address 1	
13. Street Address 2	
14. City	
15. State	
16. Zip + 4	
17. Congressional District	
18. Place of Performance – primary site where the work will be performed (POP) Awardee Street Address 1	
19. POP Street Address 2	
20. POP City	

21. POP State	
22. POP Zip + 4	
23. POP Congressional District	

Dun & Bradstreet website: <http://www.dnb.com/us/>
System for Award Management website: <https://www.sam.gov>

I certify that the above Subawardee information is correct, accurate, and will be maintained/updated as required to keep registration current.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date	

**State Corporation Commission Form
Attachment 8**

Virginia State Corporation Commission (SCC) registration information. The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ -

OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**CNCS 2018-2019 Notice of Funding Opportunity
Attachment 10**

<https://www.nationalservice.gov/sites/default/files/documents/2020%20ASN%20Notice%20FINAL%2C2.pdf>

**CNCS 2018-2019 AmeriCorps Application Instructions
Attachment 11**

https://www.nationalservice.gov/sites/default/files/documents/2018%20AmeriCorps%20Application%20Instructions_0.pdf

CNCS 2018-2019 Performance Measures Instructions
Attachment 12

<https://www.nationalservice.gov/sites/default/files/documents/2018%20Performance%20Measures%20Instructions%20Final.pdf>

**2018-2019 AmeriCorps State and National Mandatory Supplemental Guidance
Attachment 13**

https://www.nationalservice.gov/sites/default/files/documents/2018%20MSG%20FINAL_0.pdf

CNCS Logic Model Resources
Attachment 14

[Logic Model Template 17-18.docx](#)

https://www.nationalservice.gov/sites/default/files/resource/Logic_Model_Example_9_2014.pdf

<https://www.nationalservice.gov/sites/default/files/upload/OpAC%20Logic%20Model%20draft%20in%20progress.pdf>